R E P O R T R E S U M E S

ED 019 748 EA 001 343

A NEW TENURE ACT. MIMEOGRAPH MONOGRAPH SERIES.

BY- LEAHY, MARY LEE
AMERICAN FEDERATION OF TEACHERS, WASHINGTON, D.C.

PUB DATE 66

EDRS PRICE MF-$0.25 HC-$0.96 22P.

DESCRIPTORS- *TENURE, *TEACHERS, *STATE LEGISLATION, *PROBATIONARY PERIOD, DISQUALIFICATION, DISCIPLINE, BOARDS OF EDUCATION, COSTS, SCHOOL DISTRICTS, *EMPLOYMENT PRACTICES, DISTRICT OF COLUMBIA,

THIS DOCUMENT CONTAINS A PROPOSAL FOR A NEW TENURE ACT FOR TEACHERS. SEVEN UNIQUE FEATURES OF THE ACT ARE NOTED--(1) IT COVERS EVERYONE EXCEPT THE ASSISTANT SUPERINTENDENT AND THE SUPERINTENDENT, (2) PROBATION IS LIMITED TO TWO NORMAL SCHOOL YEARS, (3) EACH PROBATIONARY EMPLOYEE IS TO RECEIVE REGULAR EVALUATION REPORTS AND IS TO HAVE A CHANCE TO RESPOND IN WRITING, (4) A PROBATIONARY EMPLOYEE MAY TAKE THE SCHOOL BOARD TO COURT FOR WHAT HE BELIEVES TO BE AN ARBITRARY OR CAPRICIOUS FIRING, (5) A TENURED EMPLOYEE DOES NOT HAVE TO GO THROUGH THE MOCKERY OF A SCHOOL BOARD HEARING, BUT CAN RECEIVE A HEARING BEFORE A TRIPARTITE ARBITRATION BOARD, (6) SUCH AN ARBITRATION BOARD MUST HOLD A HEARING WITHIN 15 DAYS AFTER THE EMPLOYEE CONTESTS HIS DISMISSAL, AND (7) STAFF REDUCTIONS DUE TO A DECREASE IN PUPIL ENROLLMENT ARE TO BE BASED ON SENIORITY. THE FORM OF THIS NEW TENURE LAW PROPOSAL CONFORMS LARGELY TO THE UNIFORM COMMERCIAL CODE. THIS DOCUMENT IS ALSO AVAILABLE AS ITEM NUMBER M-1 FROM THE NATIONAL OFFICE OF THE AMERICAN FEDERATION OF TEACHERS, AFL-CIO, 1012 14TH STREET, N.W., WASHINGTON, D.C. 20005, FOR $0.35. (HW)

MIMEOGRAPH MONOGRAPH SERIES

ED019748

EA 001 313

AFT

a new tenure act

Mary Lee
Leahy

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL OFFICE OF EDUCATION POSITION OR POLICY.

AMERICAN FEDERATION OF TEACHERS, AFL-CIO
716 NORTH RUSH STREET, CHICAGO, ILLINOIS 60611

495

I N T R O D U C T I O N

By Charles Cogen, President, American Federation of Teachers, AFL-CIO

Mary Lee Leahy presents in this pamphlet a proposal for a new tenure act for teachers. She has designed it to serve as a guide for interested lobbyists and as a reference point for those who wish to extend their thinking about tenure.

Mrs. Leahy is a former Fulbright Scholar who studied at the University of Manchester in England during 1964. She has recently received her Doctor of Jurisprudence at the University of Chicago and is now an employee of the Chicago law firm of Ligtenberg, Goebel & DeJong.

This is a highly useful document. I do not agree with every new idea she introduces, but I believe she presents innovations which are aimed at overcoming the shortcomings of current tenure legislation. This act is streamlined and uniform. It reduces delay. It closes existing loopholes and introduces a modicum of justice for the probationary employee.

To be more specific, I note the following unique features in her act:

(1) it covers everyone except the assistant superintendent and the superintendent,

(2) probation is limited to two normal school years,

(3) each probationary employee is to receive regular evaluation reports and is to have a chance to respond in writing,

(4) a probationary employee may take the school board to court for what he believes to be an arbitrary or capricious firing,

(5) a tenured employee doesn't have to go through the mockery of a school board hearing -- instead, he receives a hearing before a <u>tripartite arbitration board</u>,

(6) such an arbitration board must hold a hearing <u>within fifteen days</u> after the employee contests his dismissal (with either side having the right, of course, to appeal the arbitration board's decision to a court of law), and

(7) staff reductions due to a decrease in pupil enrollment are to be based on seniority (first one in, last one out).

These features are even more significant when placed in context. More than half the states do not have full tenure (dismissal for cause only, reversible by a court of law upon matters of procedure or substance).* Furthermore, those states that do have tenure have not, on the whole, recently updated or revised their tenure legislation.

Such a lack of movement in tenure legislation can have unfortunate effects. For example, the tiresome, drawn-out ritual of a school board hearing, which, added to the subsequent delays inevitable in the almost automatic court appeal, produces a situation where both the school board and the employee know it will take six months to two years before justice will be forthcoming.

The school board hearing is ofttimes a farce. The school administration and the school board have fired the man in the first place, so they are not about to reverse themselves. Even if some top decision-makers were not involved in the case when the firing was ordered, the pressure of the "officers' club", the need to demonstrate management solidarity by standing behind lower management, becomes too fierce to withstand a reversal.

Thus, the school board hearing is often an unnecessary delay. It frays the nerves of both board members and teachers, it agitates an already bad situation, but it seldom produces justice.

Mrs. Leahy's arbitration board cuts off entirely this extension of the inevitable. The arbitration board must meet within fifteen days. Its decision is impartial and is thus more conclusive. It doesn't waste resources; in fact, due to its small size and the greater efficiency of the more informal arbitration procedures, it conserves resources.

*Dr. George S. Reuter, "Current Status of Teacher Tenure," published by American Federation of Teachers, 1963.

This is just one example of how new proposals, such as Mrs. Leahy's, can meet problems which arise with old tenure legislation. The greatest danger from any outmoded sections of present tenure legislation is that their procedural imperfections may dissuade some unjustly dismissed teacher from filing for a hearing, some school officials from firing an incompetent teacher, and some community leaders from supporting the concept of tenure itself.

Tenure will be strongest only as its rationale is presented cogently and its administrative form improved systematically.

Any proposed new tenure legislation must also be placed in the context of the existing collective bargaining revolution. Most of the present tenure laws were introduced at a time when only the rare teachers' organization had CB rights. At this time, the majority of teachers in several states are covered by CB agreements, and the teachers in a host of other states are moving rapidly toward this goal.

Job security clauses can be placed into written CB contracts. Already over a dozen locals of the American Federation of Teachers have negotiated one of the unique features of Mrs. Leahy's act -- the right to receive, and respond to, evaluation reports. Other, tighter, more equitable security clauses should also be introduced and hammered home at the bargaining table.

Such CB activity doesn't negate tenure legislation but, instead, enhances it. Perceptive negotiators realize that good tenure legislation reinforces contract clauses and acts as a platform on which even better local security devices can be erected. The higher the platform, the better the contract demands. Conversely, in those states where tenure is weak or non-existent, even the simplest security device introduced during bargaining will be fiercely fought because of its precedent-setting effect and its radical departure from state-wide norms.

Also, tenure legislation is a bigger blanket. The experienced teacher in the non-CB corner of the state, or under the thin threads of an association

contract, never suffers from the complete chill of an uncontestable dismissal.

* * * * * * * * *

Mrs. Leahy has asked me to include in this foreword two matters relating to style. Most laws would have an index; it has been omitted in this publication for reader convenience (three-page legal indexes are not the average reader's fare). This new tenure law owes much to the Uniform Commercial Code, especially the form and the introductory sections.

Now I would like to add a cautionary note myself, one having to do with legislative good sense. DON'T INTRODUCE THIS ACT IN ANY STATE LEGISLATURE WITHOUT FIRST HAVING A COMPETENT ATTORNEY OR LEGISLATIVE SERVICE ADAPT IT TO THE SPECIAL CHARACTERISTICS OF YOUR STATE LAWS AND STATE SCHOOL SYSTEM. In other words, use this publication as a guide and not as a finished law just waiting to be introduced.

If you have any ideas or suggestions on this subject of tenure, we would be most eager to receive them.

A NEW TENURE ACT

PART 1

SHORT TITLE, CONSTRUCTION, APPLICATION OF THE ACT

Sec. 1 - 101. SHORT TITLE

This Act shall be known and may be cited as a New Tenure Act.

Sec. 1 - 102. PURPOSES; RULES OF CONSTRUCTION; NO VARIATION BY AGREEMENT

(1) This Act shall be liberally construed and applied to promote its underlying purposes and policies.

(2) The underlying purposes and policies of this Act are:

(a) to simplify, clarify and modernize the law governing employment in school districts;

(b) to protect district employees covered by the Act from arbitrary or capricious action by boards of education;

(c) to provide security of employment for those employees who have proven themselves during their probationary period as prescribed by this Act.

(3) The effect of the provisions of this Act may not be varied by private agreement between an employee and a board of education.

(4) In this Act, unless the context otherwise requires,

(a) words in the singular number include the plural, and words in the plural include the singular;

(b) words of the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender.

Sec. 1 - 103. SUPPLEMENTARY GENERAL PRINCIPLES OF LAW APPLICABLE

Unless displaced by the particular provisions of this Act, the principles of law and equity shall supplement its provisions.

Sec. 1 - 104. FEDERAL REMEDIES

This Act shall in no way displace any remedy a teacher may have under any federal act.

Sec. 1 - 105. CONSTRUCTION AGAINST IMPLICIT REPEAL

This Act being a general act intended as a unified coverage of its subject matter, no part of it shall be deemed to be impliedly repealed by subsequent legislation if such construction can reasonably be avoided.

Sec. 1 - 106. EMPLOYEE COVERAGE

(1) This Act shall apply to the relationship of those employed by boards of education who must be either:

(a) duly certified under the laws relating to certification of teachers; or

(b) duly licensed under the laws relating to licensing of the various professions.

(2) This Act shall not apply to the employment relationship of the superintendent or assistant superintendent. The superintendent and assistant superintendent shall be employed at the discretion of the board of education.

Sec. 1 - 107. EMPLOYER COVERAGE

This Act shall apply to all school districts within this State.

Sec. 1 - 108. REMEDIES TO BE LIBERALLY ADMINISTERED

(1) The remedies provided by this Act shall be liberally administered to the end that the aggrieved party may be put in as good a position as if the other party had fully performed the terms of the tenure contract.

(2) Any right or obligation declared by this Act is enforceable by action unless the provision declaring it specifies a different and limited effect.

Sec. 1 - 109. SEVERABILITY

If any provision or clause of this Act or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Act which can be given effect without the invalid provision or application, and to this end the provisions of this Act are declared to be severable.

Sec. 1 - 110. SECTION CAPTIONS

Section captions are parts of this Act.

PART 2

GENERAL DEFINITIONS AND PRINCIPLES OF INTERPRETATION

Sec. 1 - 201. GENERAL DEFINITIONS

Subject to additional definitions contained in the subsequent Articles of this Act which are applicable to specific Articles or parts thereof, and unless the context otherwise requires in this Act:

(1) "Employee" means any person covered by this Act.

(2) "Employer" means the board of education, school directors, trustees, or inspectors, as the case may be.

(3) "Tenure" means being within the protection of this statute.

(4) "School Term" means normal school year.

(5) "Probationary Period" means that period in which the employee must prove his ability to perform his duties and during which the employer must supervise and assist the employee in performing those duties.

(6) "Previous Experience" means having completed one full school term of employment in any school approved, certified, accredited, or recognized by this State or any other state of the United States of America in employment comparable to employment covered by this Act.

(7) "Notice" means a statement in writing containing information under the sections of this Act where notice is required and bearing a signature of an officer of the employer or of the employee as the case may be and sent by registered mail unless the section specifically provides otherwise.

(8) "Damages" means pecuniary compensation which may be recovered by the employee who has suffered loss, detriment, or injury, whether to his person, property or rights through the unlawful act, omission, or negligence of the employer. Damages shall include at least: loss of salary,

damage to professional reputation, reasonable cost of finding other employment, and reasonable attorneys fees.

Sec. 1 - 202. RULES OF CONSTRUCTION

This Act shall be construed consistent with its primary purpose of protecting employees within its coverage.

Sec. 1 - 203. OBLIGATION OF GOOD FAITH

Every contract or duty within this Act imposes an obligation of good faith in its performance or enforcement.

Sec. 2 - 101. DURATION OF THE PROBATIONARY PERIOD

(1) The probationary period shall commence on the first day an employee performs his duties and is completed at the end of the second of two consecutive school terms.

(2) The following events will not destroy the consecutiveness of the probationary terms:

(a) voluntary military service of not more than four years,

(b) involuntary military service of any duration,

(c) service in the Peace Corps for not more than two years,

(d) maternity leave,

(e) promotion,

(f) temporary illness or incapacity up to four months of the school term.

(3) The exclusive purpose of this section is to define the duration of the probationary period; it shall not be interpreted to protect employees from dismissal for excessive absence.

Sec. 2 - 102. DUTIES DURING PROBATIONARY PERIOD

During the Probationary Period:

(1) The employee shall have the duty of performing the duties within the reasonable scope of his employment.

(2) The employer shall have the duty of observing, evaluating, and assisting the employee in the performance of his duties.

(3) The employer shall receive reports evaluating the employee:

(a) Twice a school term from the superintendent or from one of his representatives.

(b) Monthly from the immediate supervisor under whom the employee works.

(4) These reports shall be kept in the employee's personnel file. A copy shall be given to the employee. It shall be dated and signed by the employee as an indication that the employee has had an opportunity to read it. It shall be available to either party in any future disciplinary action by the board.

(5) If the employee disagrees with any part of the report, he shall have the opportunity to so indicate in writing. Such responses shall also be kept in the employee's personnel file.

Sec. 2 - 201. CONTINUING CONTRACT OF A PROBATIONARY EMPLOYEE

Unless written notice of dismissal is given by April 15th of the first term, the probationary employee's contract shall continue.

Sec. 2 - 202. DISMISSAL OF A PROBATIONARY TEACHER

(1) The employer alone shall have the power to dismiss a second term probationary employee upon vote and written notice of dismissal sent to the employee by registered mail by April first of the second term.

(2) Such written notice must cite cause and charges to support

the dismissal. These charges must be real and not used to cover arbitrary or capricious reasons that are the true foundation for the dismissal.

Sec. 2 - 203. CONTESTING DISMISSAL OF A PROBATIONARY EMPLOYEE

(1) The dismissed probationary employee may bring an action in the circuit court demanding reinstatement on the grounds the dismissal was for arbitrary or capricious or other insufficient reasons.

(2) The dismissed employee shall have the burden of proving the dismissal was for arbitrary or capricious reasons.

Sec. 2 - 204. REMEDIES OF A PROBATIONARY EMPLOYEE

(1) The court shall have the power to:

(a) order reinstatement

(b) allow the employee to resign

(c) award damages

(d) affirm the dismissal

(2) The court may use any one or a combination of these powers.

Sec. 3 - 101. TIME AT WHICH THE TENURE RELATION ARISES

If the school board does not dismiss an employee by April first of his second consecutive term of full time teaching, the employee automatically attains the tenure relationship.

Sec. 3 - 102. ASPECTS OF EMPLOYMENT NOT AFFECTING TENURE

The following factors shall not affect the tenure relationship:

(1) agreed upon leaves of absence

(2) incapacity or illness of less than 6 months

(3) military service

(4) maternity leave of not more than two years

(5) Peace Corps

(6) promotion

Sec. 3 - 201. TERMINATION OF EMPLOYMENT BY THE TENURE EMPLOYEE

(1) An employee may terminate the employment relationship by submitting written notice of such termination to the secretary of the board of education, other officer, or the board in open meeting.

(2) This written notice must be submitted during the period of March 1 to June 30.

(3) No such notice of termination shall be effective for a period of seven days after submission to the secretary of the board.

(4) The secretary of the board shall return such notice of termination to the employee if the employee submits a written notice of revocation of the termination within this seven day period.

(5) Oral notice of termination or revocation shall have no effect.

Sec. 3 - 301. TERMINATION OF THE EMPLOYMENT RELATIONSHIP BY MUTUAL AGREEMENT

(1) The employer and employee may mutually agree to terminate the employment relationship at any time during the calendar year.

(2) No such agreement shall be effective for a period of seven days.

(3) Said agreement shall have no effect if the employee submits a written notice of revocation of the agreement to the secretary of the board, other officer, or the board in open meeting within the seven day period.

(4) The employer shall not have the power to revoke the agreement.

(5) The agreement and revocation must be in writing.

Sec. 3 - 401. NO AUTOMATIC DISMISSAL

(1) No dismissal of any employee is allowed by any means other than provided in this Act.

Sec. 4 - 101. CAUSES FOR DISCIPLINARY ACTION

(1) The employer shall discipline a tenure employee only for cause.

(2) "Cause" shall include:

(a) incompetency or lack of ability to teach

(b) cruelty

(c) negligence

(d) immorality

(e) other sufficient cause

Provided:

(1) This failing constitutes a substantial shortcoming; and

(2) The best interests of the schools require the discharge.

Sec. 4 - 102. METHODS OF DISCIPLINE

(1) The employer shall have the following means of disciplining an employee for cause:

(a) reprimand

(b) suspension without pay for a period not to exceed ten working days

(c) dismissal

(2) The choice of discipline shall depend on the severity of cause.

Sec. 4 - 201. BOARD RESOLUTION

(1) The employer alone shall have the power to discipline an employee in accord with this Act.

(2) The type of discipline shall be adopted by resolution which resolution shall contain the cause, charges supporting the cause, and specific situation to support the charges.

(3) A copy of the resolution shall be served on the employee by registered mail within five days from the adoption of the resolution.

(4) Such resolution shall not be admissible as evidence in cases where the disciplinary action is contested.

Sec. 4 - 202. RESOLUTION IN CASES INVOLVING A DISMISSAL

(1) The adoption and serving of the resolution in cases involving dismissal shall be the same as provided in Section 4 - 201 except:

(a) No dismissal shall be effective unless a majority of the entire board shall vote for dismissal.

(b) The employer shall send with the dismissal resolution a statement that the employee may contest the dismissal by giving notice to the employer within 15 days.

Sec. 4 - 301. RIGHT TO CONTEST DISCIPLINE

(1) The employee is not entitled to contest a reprimand but a reprimand or the fact that a reprimand was given shall not be used in any proceeding as evidence of the alleged incident.

(2) The employee is entitled to contest a suspension without pay, but if an employee does not contest a suspension without pay neither the suspension nor the fact of its not being contested shall be used in any proceeding as evidence of the alleged incident.

(3) The employee is entitled to contest a dismissal.

Sec. 4 - 302. PROCEDURE IN CONTESTED CASES

(1) An employee may contest a suspension without pay or dismissal by giving written notice by registered mail within 15 days of receiving the employer resolution.

(2) Failure to follow the procedures within the 15 days renders the discipline final.

Sec. 4 - 303. ARBITRATION BOARD

(1) A hearing shall be held not less than 15 days after the return of the notice contesting the dismissal.

(2) Such hearing shall take place before a three-man board of arbitrators,

(a) one member of which shall be chosen by the employer

(b) one member of which shall be chosen by the employee

(c) one member of which shall be agreed upon by both employer and employee

(d) if no agreement is reached on the third member, the rules of the Uniform Arbitration Act on this issue shall be followed

(e) no employee, board member or officer of the school district shall be eligible to serve on such board.

Sec. 4 - 304. HEARING

(1) Each party is entitled to be represented by counsel and the arbitration board shall have the power to employ competent legal counsel to advise the arbitration board on the admissibility of evidence and other technical matters.

(2) Each party is entitled to subpoena witnesses. Subpoenas shall be issued in the name of the arbitration board.

(3) The arbitration board may limit to fifteen the number of witnesses which each side may use.

(4) Each side shall have the right to discovery as set out in the Civil Practice Act and Supreme Court Rules of this State.

(5) The hearing shall be conducted in the same manner as a trial by a court.

(6) At the conclusion of the hearing the arbitration board shall make findings of fact and submit same to the parties within 15 days, together with a determination as to the disciplinary action, if any, which shall be allowed.

(7) The transcript of proceedings, exhibits and all documents shall be certified by the arbitration board and delivered to the employer as the record of the case within 30 days after the close of the hearing.

Sec. 4 - 305. BURDEN OF PROOF AND OTHER LEGAL QUESTIONS

(1) The burden of proof on the justification of the disciplinary action or dismissal shall rest on the employer.

(2) The employer may not introduce evidence beyond the scope of the resolution nor may it amend its resolution.

Sec. 4 - 306. DECISIONS AVAILABLE TO THE ARBITRATION BOARD

(1) If the arbitration board finds cause it shall order:

(a) reprimand, or

(b) suspension up to 30 days without pay, or

(c) dismissal affirmed

The penalty shall depend on the severity of cause.

(2) If the arbitration board finds no cause for disciplinary action, it shall order:

(a) reinstatement and damages

(b) an opportunity for the employee to resign and damages

Sec. 4 - 401. COSTS

(1) Each party to the dispute shall pay the cost of the member he has designated of the arbitration board.

(2) The parties to the dispute shall share equally the cost of the agreed upon third party.

(3) The parties shall share equally the cost of the court reporter.

(4) Court costs shall be borne by the losing party.

Sec. 5 - 101. DISMISSAL OF A TENURE EMPLOYEE DUE TO DECREASE IN STAFF

(1) A tenure employee may be dismissed if there is a substantial decrease in pupil enrollment within a district, provided such discharge is done on a seniority basis. Seniority basis shall mean:

(a) all non-tenure employees shall be dismissed before tenure employee, provided such tenure employee can perform the job left.

(b) tenure employees shall be discharged in order of years of service within the district, the employees with the least number of years of service being the first to be discharged and so on.

(2) A tenure employee may be discharged if the special service for which he was hired is discontinued, provided he is not qualified to hold another position in the district then being held by a non-tenure employee or a tenure employee with less years of service within the district.

(3) If the employee is discharged and the position reestablished within two years from the date of its discontinuance, the discharged

employee shall be offered the position before it is offered to anyone else. The discharged employee shall have 15 days in which to accept.

Sec. 5 - 102. PROCEDURE FOR DISMISSAL OF TEACHER DUE TO DECREASE IN STAFF

The procedures in such cases shall be the same as provided in dismissals for cause, except that dismissal for cause and a dismissal because of a decrease in need shall be not joined, and the only issue or issues shall be as set out in Section 5 - 101.

Sec. 5 - 103. DISMISSAL IN VIOLATION OF THIS ACT

(1) A transfer to a lesser position with a reduction in salary shall be deemed disciplinary action. Unless the procedure of such dismissal follows the procedure outlined in this Act for disciplinary dismissal, it shall be deemed a dismissal in violation of this Act.

(2) A transfer to another (lesser) position with or without a reduction in salary for the purpose of forcing the employee to resign shall be deemed a disciplinary action. Unless the procedure of such discharge follows the procedure outlined in this Act for dismissal for cause, it shall be deemed a dismissal in violation of this Act.

(3) Mandamus action may be brought in the circuit court to remedy a dismissal in violation of this Act.

(4) A discharge in violation of this Act shall be remedied by:

(a) Reinstatement to the original position at the original salary,

(b) Resignation by the employee, or

(c) Full reimbursement to the injured employee for the damage he suffered.

Sec. 6 - 101. JUDICIAL REVIEW

(1) Either party shall have a right to judicial review of the

decision of the arbitration board by following the procedures as established in the Administration Review Act of Illinois.

(2) Upon review of the matter the employer shall file as part of its pleadings the record as certified by the arbitration board.

(3) The party seeking judicial review shall set out in his complaint the grounds relied upon for reversal.

(4) The court which reviews the matter shall treat the record of the proceedings before the arbitration board as if it were a record before a trial court.

Sec. 6 - 102. DUTIES DURING PENDENCY OF PROCEEDINGS

(1) During the pendency of initial proceedings before the arbitration board the employer shall have the right to suspend the employee with or without pay.

(2) In the event the employer appeals from a decision of the arbitration board, the employee shall have the right of being reinstated but he is not under a duty to accept reinstatement until the termination of Judicial Review and until he has been given an opportunity to complete other employment obligations which he may have reasonably incurred.

Published in November, 1966,

under the research grant program

by the American Federation of Teachers, AFL-CIO

Chicago, Illinois

Available at 35¢ a copy from

AFT Order Department

716 N. Rush Street

Chicago, Illinois 60611

Please mention item number M-1

MIMEOGRAPH MONOGRAPH SERIES

AFT